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Attorneys for Plaintiff  
UNITED STATES OF AMERICA

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

THADDEUS J. CULPEPPER,

Defendant.

No. CR 18-685-CJC

REVISED PLEA AGREEMENT FOR  
DEFENDANT THADDEUS J. CULPEPPER

1. This constitutes the revised plea agreement between THADDEUS J. CULPEPPER ("defendant") and the United States Attorney's Office for the Central District of California (the "USAO") in the above-captioned case. This agreement is limited to the USAO and cannot bind any other federal, state, local, or foreign prosecuting, enforcement, administrative, or regulatory authorities.

DEFENDANT'S OBLIGATIONS

2. Defendant agrees to:

a. At the earliest opportunity requested by the USAO and provided by the Court, appear and plead guilty to Counts Twenty-Five and Forty-Two of the Indictment in United States v. Thaddeus

1 Culpepper, CR No. 18-658-CJC, which charge defendant with Theft of  
2 Government Property, in violation of 18 U.S.C. § 641 (Count Twenty-  
3 Five), and Passing U.S. Treasury Checks Bearing Forged Endorsements,  
4 in violation of 18 U.S.C. § 510(a)(2) (Count Forty-Two).

5 b. Not contest the Factual Basis agreed to in this  
6 agreement.

7 c. Abide by all agreements regarding sentencing contained  
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered  
10 for service of sentence, obey all conditions of any bond, and obey  
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be  
13 excluded for sentencing purposes under United States Sentencing  
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not  
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States  
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessments at or before  
19 the time of sentencing unless defendant has demonstrated a lack of  
20 ability to pay such assessments.

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

23 a. Not contest the Factual Basis agreed to in this  
24 agreement.

25 b. Abide by all agreements regarding sentencing contained  
26 in this agreement.

27 c. At the time of sentencing, move to dismiss the  
28 remaining counts of the indictment as against defendant. Defendant

1 agrees, however, that at the time of sentencing the Court may  
2 consider any dismissed charges in determining the applicable  
3 Sentencing Guidelines range, the propriety and extent of any  
4 departure from that range, and the sentence to be imposed.

5 d. At the time of sentencing, provided that defendant  
6 demonstrates an acceptance of responsibility for the offenses up to  
7 and including the time of sentencing, recommend a two-level reduction  
8 in the applicable Sentencing Guidelines offense level, pursuant to  
9 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an  
10 additional one-level reduction if available under that section.

11 e. Recommend that defendant be sentenced to a term of  
12 imprisonment on all counts of conviction of no more than time served,  
13 as calculated by the Bureau of Prisons.

14 NATURE OF THE OFFENSES

15 4. Defendant understands that for defendant to be guilty of  
16 the crime charged in Count Twenty-Five, that is, Theft of Government  
17 Property, in violation of Title 18, United States Code, Section 641,  
18 the following must be true: (1) defendant knowingly stole, purloined,  
19 or converted to his own use property with the intention of depriving  
20 the owner of the use or benefit of the property; (2) the property  
21 belonged to the United States; and (3) the value of the property was  
22 more than \$1,000.

23 5. Defendant understands that for defendant to be guilty of  
24 the crime charged in Count Forty-Two, that is, Passing U.S. Treasury  
25 Checks Bearing Forged Endorsements, in violation of Title 18, United  
26 States Code, Section 510(a)(2), the following must be true: (1)  
27 defendant passed, uttered, published or attempted to pass, utter, or  
28 publish a Treasury check of the United States which bore a falsely

1 made or forged endorsement or signature; and (2) defendant did so  
2 with intent to defraud.

3 PENALTIES

4 6. Defendant understands that the statutory maximum sentence  
5 that the Court can impose for a violation of Title 18, United States  
6 Code, Section 641, is: 10 years of imprisonment; a 3-year period of  
7 supervised release; a fine of \$250,000 or twice the gross gain or  
8 gross loss resulting from the offense, whichever is greatest; and a  
9 mandatory special assessment of \$100.

10 7. Defendant understands that the statutory maximum sentence  
11 that the Court can impose for a violation of Title 18, United States  
12 Code, Section 510(a)(2) is: 10 years of imprisonment; a 3-year period  
13 of supervised release; a fine of \$250,000 or twice the gross gain or  
14 gross loss resulting from the offense, whichever is greatest; and a  
15 mandatory special assessment of \$100.

16 8. Defendant understands, therefore, that the total maximum  
17 sentence for all offenses to which defendant is pleading guilty is:  
18 20 years' imprisonment; a 3-year period of supervised release; a fine  
19 of \$500,000 or twice the gross gain or gross loss resulting from the  
20 offenses, whichever is greatest; and a mandatory special assessment  
21 of \$200.

22 9. Defendant understands that supervised release is a period  
23 of time following imprisonment during which defendant will be subject  
24 to various restrictions and requirements. Defendant understands that  
25 if defendant violates one or more of the conditions of any supervised  
26 release imposed, defendant may be returned to prison for all or part  
27 of the term of supervised release authorized by statute for the  
28 offense that resulted in the term of supervised release, which could

1 result in defendant serving a total term of imprisonment greater than  
2 the statutory maximum stated above.

3 10. Defendant understands that, by pleading guilty, defendant  
4 may be giving up valuable government benefits and valuable civic  
5 rights, such as the right to vote, the right to possess a firearm,  
6 the right to hold office, and the right to serve on a jury. Defendant  
7 understands that he is pleading guilty to a felony and that it is a  
8 federal crime for a convicted felon to possess a firearm or  
9 ammunition. Defendant understands that the convictions in this case  
10 may also subject defendant to various other collateral consequences,  
11 including but not limited to revocation of probation, parole, or  
12 supervised release in another case and suspension or revocation of a  
13 professional license. Defendant understands that unanticipated  
14 collateral consequences will not serve as grounds to withdraw  
15 defendant's guilty pleas.

16 11. Defendant understands that, if defendant is not a United  
17 States citizen, the felony convictions in this case may subject  
18 defendant to: removal, also known as deportation, which may, under  
19 some circumstances, be mandatory; denial of citizenship; and denial  
20 of admission to the United States in the future. The Court cannot  
21 advise defendant fully regarding the immigration consequences of the  
22 felony convictions in this case. Defendant understands that  
23 unexpected immigration consequences will not serve as grounds to  
24 withdraw defendant's guilty pleas.

25 FACTUAL BASIS

26 12. Defendant admits that defendant is, in fact, guilty of the  
27 offenses to which defendant is agreeing to plead guilty. Defendant  
28 and the USAO agree to the statement of facts provided below and agree

1 that this statement of facts is sufficient to support pleas of guilty  
2 to the charges described in this agreement and to establish the  
3 Sentencing Guidelines factors set forth in paragraph 14 below but is  
4 not meant to be a complete recitation of all facts relevant to the  
5 underlying criminal conduct or all facts known to either party that  
6 relate to that conduct.

7 Between April 2015 and August 2017, defendant was an attorney  
8 licensed to practice law in California and he opened three different  
9 client trust accounts at three different banks into which he  
10 deposited at least 17 Internal Revenue Service tax refund checks,  
11 issued as U.S. Treasury checks in names other than defendant's,  
12 totaling approximately \$1.3 million.

13 On April 14, 2015, defendant opened a business checking account  
14 in the name "THADDEUS J. CULPEPPER, Client Trust Account," at a Chase  
15 Bank branch (the "Chase Account"). The same day, defendant deposited  
16 \$271,787.33 into the Chase Account in the form of four U.S. Treasury  
17 checks: (a) U.S. Treasury check number 403434042668 made payable to  
18 J.C.B. and M.B.B. in the amount of \$199,065.00; (b) U.S. Treasury  
19 check number 403434266401 made payable to R.M.G. and N.A.G. in the  
20 amount of \$12,966.00; (c) U.S. Treasury check number 403434266429  
21 made payable to K.M.J. in the amount of \$44,756.33; and (d) U.S.  
22 Treasury check number 403434266416, made payable to M.W.G., in the  
23 amount of \$15,000.

24 On October 1, 2015, defendant opened a business checking account  
25 in the name "THADDEUS J. CULPEPPER, DBA Culpepper Law Groupe,  
26 Attorney Trust," at a Citibank branch (the "Citibank Account"). In  
27 or around October 2015, defendant received several U.S. Treasury  
28 checks from Individual 1, and agreed to deposit the U.S. Treasury

checks into his Citibank Account and thereafter share proceeds with Individual 1. Defendant knew that the payees of the U.S. Treasury checks did not authorize defendant to deposit those funds. Between October 9, 2015 and November 24, 2015, defendant deposited the following U.S. Treasury checks into the Citibank Account:

Deposit Date	Check No.	Payee(s)	Amount
10/09/2015	403437217674	J.H.L & M.L	\$6,092.00
10/09/2015	403450936316	G.B.P.	\$3,429.00
10/15/2015	403459318679	B.M.R.	\$6,658.00
10/26/2015	403445788080	M.R.N.	\$1,682.00
10/26/2015	403446638394	L.R.	\$1,363.50
10/26/2015	403455490784	D.L.	\$3,930.00
10/30/2015	403439244004	A.M.R.	\$4,305.00
11/05/2015	403446638369	L.D.	\$1,025.00
11/05/2015	403446638458	J.Z.R.	\$1,043.00
11/10/2015	403441370264	J.R.	\$1,183.00
11/16/2015	403441961888	N.C.	\$1,026.40
11/24/2015	403439850477	R.Z.	\$1,132.00

On October 14, 2015, defendant issued a check from the Citibank Account to Individual 1 in the amount of \$6,000. On October 23, 2015, defendant issued another check to Individual 1 from the Citibank Account in the amount of \$7,934.

On September 10, 2016, defendant opened a business checking account in the name "THADDEUS J. CULPEPPER, OBA Thaddeus J. Culpepper CA IOLTA [Interest on Lawyers Trust Account]," at Wells Fargo Bank branch (the "Wells Fargo Account"). On August 21, 2017, defendant deposited U.S. Treasury check number 403805205788 made payable to

1 T.G. and M.K.G. in the amount of \$1,003,814, into his Wells Fargo  
2 Account at the Wells Fargo branch at 350 W. Colorado Boulevard,  
3 Pasadena, California 91105. At the time he made the deposit,  
4 defendant knew that the payees of the check did not authorize  
5 defendant to deposit those funds. In addition, at the time of the  
6 deposit, defendant knew he had no authority to possess and use the  
7 name, address, and signature of M.K.G., a real person and one of the  
8 actual payees of the U.S. Treasury check. Nonetheless, defendant  
9 proceeded to pass the U.S. Treasury check which bore a forged and  
10 falsely made endorsement with the intent to defraud.

11 On August 22, 2017, defendant made an online transfer from the  
12 Wells Fargo Account to account "Culpepper T Checking xxxxxx8674" in  
13 the amount of \$100. On August 23, 2017, defendant made two outgoing  
14 wire transfers totaling \$1,000,000 from the Wells Fargo Account, in  
15 the amount of \$425,000 to a Citibank account ending in 5164, and  
16 \$575,000 to a J.P. Morgan Chase Bank account ending in 3232. The  
17 same day, on August 23, 2017, defendant made an online transfer from  
18 the Wells Fargo Account to account "Culpepper T Checking xxxxxx8674"  
19 in the amount of \$600.

20 SENTENCING FACTORS

21 13. Defendant understands that in determining defendant's  
22 sentence the Court is required to calculate the applicable Sentencing  
23 Guidelines range and to consider that range, possible departures  
24 under the Sentencing Guidelines, and the other sentencing factors set  
25 forth in 18 U.S.C. § 3553(a). Defendant understands that the  
26 Sentencing Guidelines are advisory only, that defendant cannot have  
27 any expectation of receiving a sentence within the calculated  
28 Sentencing Guidelines range, and that after considering the



1 Sentencing Guidelines and the other § 3553(a) factors, the Court will  
 2 be free to exercise its discretion to impose any sentence it finds  
 3 appropriate up to the maximum set by statute for the crimes of  
 4 conviction.

5 14. Defendant and the USAO agree to the following applicable  
 6 Sentencing Guidelines factors:

7	Base Offense Level:	6	U.S.S.G. § 2B1.1(a)(1)
8	>\$550,000 Loss:	+14	U.S.S.G. § 2B1.1(b)(1)(H)
9	>10 Victims:	+2	U.S.S.G. § 2B1.1(b)(2)(A)

10 Defendant and the USAO reserve the right to argue that additional  
 11 specific offense characteristics, adjustments, and departures under  
 12 the Sentencing Guidelines are appropriate. Defendant understands  
 13 that there is no agreement as to defendant's criminal history or  
 14 criminal history category.

15 15. Defendant and the USAO reserve the right to argue for a  
 16 sentence outside the sentencing range established by the Sentencing  
 17 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),  
 18 (a)(2), (a)(3), (a)(6), and (a)(7).

19 WAIVER OF CONSTITUTIONAL RIGHTS

20 16. Defendant understands that by pleading guilty, defendant  
 21 gives up the following rights:

- 22 a. The right to persist in a plea of not guilty.
- 23 b. The right to a speedy and public trial by jury.
- 24 c. The right to be represented by counsel -- and if
- 25 necessary have the Court appoint counsel -- at trial. Defendant
- 26 understands, however, that, defendant retains the right to be
- 27 represented by counsel -- and if necessary have the Court appoint
- 28 counsel -- at every other stage of the proceeding.

1           d.    The right to be presumed innocent and to have the  
2 burden of proof placed on the government to prove defendant guilty  
3 beyond a reasonable doubt.

4           e.    The right to confront and cross-examine witnesses  
5 against defendant.

6           f.    The right to testify and to present evidence in  
7 opposition to the charges, including the right to compel the  
8 attendance of witnesses to testify.

9           g.    The right not to be compelled to testify, and, if  
10 defendant chose not to testify or present evidence, to have that  
11 choice not be used against defendant.

12           h.    Any and all rights to pursue any affirmative defenses,  
13 Fourth Amendment or Fifth Amendment claims, and other pretrial  
14 motions that have been filed or could be filed.

15                   WAIVER OF APPEAL OF CONVICTION

16           17. Defendant understands that, with the exception of an appeal  
17 based on a claim that defendant's guilty pleas were involuntary, by  
18 pleading guilty defendant is waiving and giving up any right to  
19 appeal defendant's convictions on the offenses to which defendant is  
20 pleading guilty. Defendant understands that this waiver includes,  
21 but is not limited to, arguments that the statutes to which defendant  
22 is pleading guilty are unconstitutional, and any and all claims that  
23 the statement of facts provided herein is insufficient to support  
24 defendant's pleas of guilty.

25                   LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

26           18. Defendant agrees that, provided the Court imposes a term of  
27 imprisonment within or below the range corresponding to an offense  
28 level of 19 and the criminal history category calculated by the

1 Court, defendant gives up the right to appeal all of the following:  
2 (a) the procedures and calculations used to determine and impose any  
3 portion of the sentence; (b) the term of imprisonment imposed by the  
4 Court; (c) the fine imposed by the Court, provided it is within the  
5 statutory maximum; (d) to the extent permitted by law, the  
6 constitutionality or legality of defendant's sentence, provided it is  
7 within the statutory maximum; (e) the term of probation or supervised  
8 release imposed by the Court, provided it is within the statutory  
9 maximum; and (f) any of the following conditions of probation or  
10 supervised release imposed by the Court: the conditions set forth in  
11 Amended General Order 20-04 of this Court; the drug testing  
12 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d); and the  
13 alcohol and drug use conditions authorized by 18 U.S.C. § 3563(b)(7).

14 19. The USAO agrees that, provided all portions of the sentence  
15 are at or below the statutory maximum specified above, the USAO gives  
16 up its right to appeal any portion of the sentence.

17 RESULT OF WITHDRAWAL OF GUILTY PLEA

18 20. Defendant agrees that if, after entering guilty pleas  
19 pursuant to this agreement, defendant seeks to withdraw and succeeds  
20 in withdrawing defendant's guilty pleas on any basis other than a  
21 claim and finding that entry into this plea agreement was  
22 involuntary, then (a) the USAO will be relieved of all of its  
23 obligations under this agreement; and (b) should the USAO choose to  
24 pursue any charge that was either dismissed or not filed as a result  
25 of this agreement, then (i) any applicable statute of limitations  
26 will be tolled between the date of defendant's signing of this  
27 agreement and the filing commencing any such action; and  
28 (ii) defendant waives and gives up all defenses based on the statute

1 of limitations, any claim of pre-indictment delay, or any speedy  
2 trial claim with respect to any such action, except to the extent  
3 that such defenses existed as of the date of defendant's signing this  
4 agreement.

5 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

6 21. Defendant agrees that if any count of conviction is  
7 vacated, reversed, or set aside, the USAO may: (a) ask the Court to  
8 resentence defendant on any remaining count of conviction, with both  
9 the USAO and defendant being released from any stipulations regarding  
10 sentencing contained in this agreement, (b) ask the Court to void the  
11 entire plea agreement and vacate defendant's guilty plea on any  
12 remaining count of conviction, with both the USAO and defendant being  
13 released from all their obligations under this agreement, or  
14 (c) leave defendant's remaining conviction, sentence, and plea  
15 agreement intact. Defendant agrees that the choice among these three  
16 options rests in the exclusive discretion of the USAO.

17 EFFECTIVE DATE OF AGREEMENT

18 22. This agreement is effective upon signature and execution of  
19 all required certifications by defendant, defendant's counsel, and an  
20 Assistant United States Attorney.

21 BREACH OF AGREEMENT

22 23. Defendant agrees that if defendant, at any time after the  
23 signature of this agreement and execution of all required  
24 certifications by defendant and an Assistant United States Attorney,  
25 knowingly violates or fails to perform any of defendant's obligations  
26 under this agreement ("a breach"), the USAO may declare this  
27 agreement breached. All of defendant's obligations are material, a  
28 single breach of this agreement is sufficient for the USAO to declare

1 a breach, and defendant shall not be deemed to have cured a breach  
2 without the express agreement of the USAO in writing. If the USAO  
3 declares this agreement breached, and the Court finds such a breach  
4 to have occurred, then: (a) if defendant has previously entered  
5 guilty pleas pursuant to this agreement, defendant will not be able  
6 to withdraw the guilty pleas, and (b) the USAO will be relieved of  
7 all its obligations under this agreement.

8 24. Following the Court's finding of a knowing breach of this  
9 agreement by defendant, should the USAO choose to pursue any charge  
10 that was either dismissed or not filed as a result of this agreement,  
11 then:

12 a. Defendant agrees that any applicable statute of  
13 limitations is tolled between the date of defendant's signing of this  
14 agreement and the filing commencing any such action.

15 b. Defendant waives and gives up all defenses based on  
16 the statute of limitations, any claim of pre-indictment delay, or any  
17 speedy trial claim with respect to any such action, except to the  
18 extent that such defenses existed as of the date of defendant's  
19 signing this agreement.

20 c. Defendant agrees that: (i) any statements made by  
21 defendant, under oath, at the guilty plea hearing (if such a hearing  
22 occurred prior to the breach); (ii) the agreed to factual basis  
23 statement in this agreement; and (iii) any evidence derived from such  
24 statements, shall be admissible against defendant in any such action  
25 against defendant, and defendant waives and gives up any claim under  
26 the United States Constitution, any statute, Rule 410 of the Federal  
27 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal  
28 Procedure, or any other federal rule, that the statements or any

1 evidence derived from the statements should be suppressed or are  
2 inadmissible.

3 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

4 OFFICE NOT PARTIES

5 25. Defendant understands that the Court and the United States  
6 Probation and Pretrial Services Office are not parties to this  
7 agreement and need not accept any of the USAO's sentencing  
8 recommendations or the parties' agreements to facts or sentencing  
9 factors.

10 26. Defendant understands that both defendant and the USAO are  
11 free to: (a) supplement the facts by supplying relevant information  
12 to the United States Probation and Pretrial Services Office and the  
13 Court, (b) correct any and all factual misstatements relating to the  
14 Court's Sentencing Guidelines calculations and determination of  
15 sentence, and (c) argue on appeal and collateral review that the  
16 Court's Sentencing Guidelines calculations and the sentence it  
17 chooses to impose are not error. While this paragraph permits both  
18 the USAO and defendant to submit full and complete factual  
19 information to the United States Probation and Pretrial Services  
20 Office and the Court, even if that factual information may be viewed  
21 as inconsistent with the Factual Basis or Sentencing Factors agreed  
22 to in this agreement, this paragraph does not affect defendant's and  
23 the USAO's obligations not to contest the facts agreed to in this  
24 agreement.

25 27. Defendant understands that even if the Court ignores any  
26 sentencing recommendation, finds facts or reaches conclusions  
27 different from those agreed to, and/or imposes any sentence up to the  
28 maximum established by statute, defendant cannot, for that reason,

1 withdraw defendant's guilty pleas, and defendant will remain bound to  
2 fulfill all defendant's obligations under this agreement. Defendant  
3 understands that no one -- not the prosecutor, defendant's counsel,  
4 or the Court -- can make a binding prediction or promise regarding  
5 the sentence defendant will receive, except that it will be within  
6 the statutory maximum.

7 NO ADDITIONAL AGREEMENTS

8 28. Defendant understands that, except as set forth herein,  
9 there are no promises, understandings, or agreements between the USAO  
10 and defendant or defendant's counsel, and that no additional promise,  
11 understanding, or agreement may be entered into unless in a writing  
12 signed by all parties or on the record in court.

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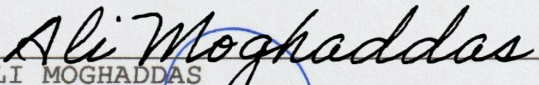
PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

29. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

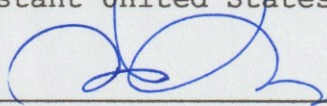
UNITED STATES ATTORNEY'S OFFICE  
FOR THE CENTRAL DISTRICT OF  
CALIFORNIA

STEPHANIE S. CHRISTENSEN  
Acting United States Attorney

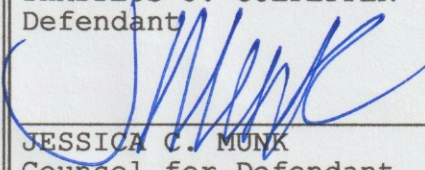
  
ALI MOGHADDAS  
Assistant United States Attorney

9/9/22

Date

  
THADDEUS J. CULPEPPER  
Defendant

9/9/22  
Date

  
JESSICA C. MUNK  
Counsel for Defendant  
THADDEUS J. CULPEPPER

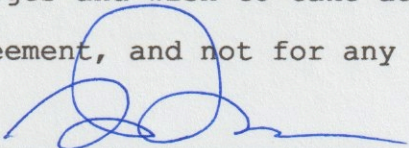
9/9/22  
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my counsel. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my counsel, and we have discussed my rights, possible pretrial motions that might be filed, possible defenses that might be asserted either prior to or at trial, the sentencing factors set forth in 18 U.S.C. § 3553(a), relevant



1 Sentencing Guidelines provisions, and the consequences of entering  
2 into this agreement. No promises, inducements, or representations of  
3 any kind have been made to me other than those contained in this  
4 agreement. No one has threatened or forced me in any way to enter  
5 into this agreement. I am pleading guilty because I am guilty of the  
6 charges and wish to take advantage of the promises set forth in this  
7 agreement, and not for any other reason.

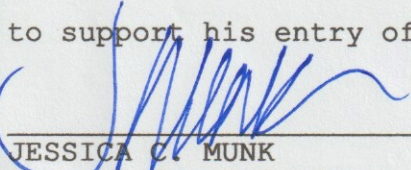
8   
9 THADDEUS J. CULPEPPER  
10 Defendant

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Date 9/9/22



CERTIFICATION OF DEFENDANT'S COUNSEL

I am THADDEUS J. CULPEPPER's counsel. I have carefully and thoroughly discussed every part of this agreement with defendant. Further, we have fully discussed his rights, possible pretrial motions that might be filed, possible defenses that might be asserted either prior to or at trial, the sentencing factors set forth in 18 U.S.C. § 3553(a), relevant Sentencing Guidelines provisions, and the consequences of entering into this agreement. To my knowledge: no promises, inducements, or representations of any kind have been made to defendant other than those contained in this agreement; no one has threatened or forced him in any way to enter into this agreement; his decision to enter into this agreement is an informed and voluntary one; and the factual basis set forth in this agreement is sufficient to support his entry of guilty pleas pursuant to this agreement.

  
\_\_\_\_\_  
JESSICA C. MUNK  
Counsel for Defendant  
THADDEUS J. CULPEPPER

9/9/22  
\_\_\_\_\_  
Date